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15
16 UNITED STATES DISTRICT COURT

17 DISTRICT OF NEVADA

18 Cung Le, Nathan Quarry, Jon Fitch, Brandon
19 Vera, Luis Javier Vazquez, and Kyle
Kingsbury on behalf of themselves and all
20 others similarly situated,

21 Plaintiffs,

22 v.

23 Zuffa, LLC, d/b/a Ultimate Fighting
Championship and UFC,

24 Defendant.

Case No.: 2:15-cv-01045-RFB-(PAL)

**DEFENDANT ZUFFA, LLC'S
RESPONSE TO PLAINTIFFS'
NOTICE OF SUPPLEMENTAL
AUTHORITY (ECF NO. 571)**

1 Plaintiffs file a notice of supplemental authority from the *Hunt v. Zuffa* litigation in which
2 the Court denied without prejudice two of Zuffa's motions requesting to seal Zuffa's promotional
3 agreements with the plaintiff in that case. *Hunt v. Zuffa, LLC*, 2:17-cv-00085-JAD-CWH, ECF
4 No. 133. The Court's order in the *Hunt* case did not weigh the merits of Zuffa's sealing motions
5 or make a determination that Zuffa's promotional agreements do not meet the compelling reasons
6 standard for sealing. Instead, the Court found that Zuffa's motions which cited the standard for a
7 non-dispositive motion did not provide an adequate justification for sealing exhibits to a
8 dispositive motion to dismiss. *Id.* Furthermore, the Court denied the motions without prejudice
9 and Zuffa has subsequently re-filed a motion to seal explaining the justifications for sealing these
10 documents under the compelling reasons standard. *Hunt* ECF No. 135.

11 Unlike the *Hunt* court which has not yet evaluated the merits of whether Zuffa's
12 promotional agreements can be sealed under the compelling reasons standard, this Court has
13 previously found that Zuffa's promotional agreements do meet that standard. ECF No. 495
14 (granting Zuffa's motion to seal promotional agreements under the compelling reasons standard
15 in association with Zuffa's motion for partial summary judgment).

16
17 Dated: August 2, 2018

Respectfully Submitted,

18 BOIES SCHILLER FLEXNER LLP

19
20 By: /s/ Stacey K. Grigsby

21 Stacey K. Grigsby

22 *Attorneys for Defendant Zuffa, LLC, d/b/a*
23 *Ultimate Fighting Championship and UFC*
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing **Zuffa's Response to Plaintiffs' Notice of Supplemental Authority** was served on August 2, 2018 via the Court's CM/ECF electronic filing system addressed to all parties on the e-service list.

/s/ Roderick Crawford

An employee of Boies Schiller Flexner